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SEP 30 1992-3 42 PM

INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)
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SEP 30 1992-3 42 PM

INTERSTATE COMMERCE COMMISSION

OF COUNSEL
URBAN A. LESTER

September 30, 1992

SEP 30 1992-3 42 PM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) executed original copies each of the following documents, all being secondary documents (as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177) relating to the Security Agreement dated as of January 1, 1979 which was filed and recorded on April 14, 1979 under Recordation Number 10252.

The secondary documents and the names and addresses of the parties executing the same are:

1. Transfer Agreement by and between

Transferor: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606

Transferee: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois

Mr. Sidney L. Strickland, Jr.
September 30, 1992
Page Two

2. Transfer Agreement and Supplement No. 1 to Security Agreement by and among

Transferor: The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Transferee: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606

3. Termination Agreement by and between

Trustee: Continental Bank, N.A.
231 South LaSalle Street
Chicago, Illinois 60697

Beneficiary: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois 60174

4. Supplement No. 2 to Security Agreement by and between

New Debtor: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois 60174

Secured Party: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606

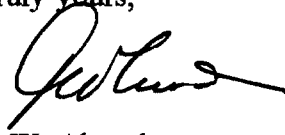
A description of the railroad equipment covered by the enclosed document is attached hereto, said equipment also being subject to certain Equipment Lease filed under Recordation Number 10253.

Mr. Sidney L. Strickland, Jr.
September 30, 1992
Page Two

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation files.

Kindly return one stamped copy of the enclosed documents to Robert W. Alvord, Esq., Alvord and Alvord, 918 16th Street, N.W., Washington, D.C. 20006.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'R. Alvord', written in a cursive style.

Robert W. Alvord

RWA/bg
Enclosures

Schedule 1

179 Covered Hopper Cars having the following numbers:

LDCX	20000	LDCX	20063	LDCX	20130	LDCX	20195
LDCX	20001	LDCX	20064	LDCX	20131	LDCX	20196
LDCX	20002	LDCX	20065	LDCX	20132	LDCX	20197
LDCX	20003	LDCX	20066	LDCX	20133	LDCX	20198
LDCX	20005	LDCX	20067	LDCX	20134	LDCX	20199
LDCX	20006	LDCX	20068	LDCX	20136		
LDCX	20007	LDCX	20069	LDCX	20137		
LDCX	20008	LDCX	20070	LDCX	20138		
LDCX	20010	LDCX	20071	LDCX	20141		
LDCX	20011	LDCX	20072	LDCX	20142		
LDCX	20012	LDCX	20073	LDCX	20143		
LDCX	20013	LDCX	20074	LDCX	20144		
LDCX	20014	LDCX	20075	LDCX	20145		
LDCX	20015	LDCX	20076	LDCX	20146		
LDCX	20016	LDCX	20077	LDCX	20147		
LDCX	20017	LDCX	20080	LDCX	20148		
LDCX	20018	LDCX	20081	LDCX	20149		
LDCX	20019	LDCX	20083	LDCX	20151		
LDCX	20020	LDCX	20085	LDCX	20152		
LDCX	20021	LDCX	20086	LDCX	20153		
LDCX	20022	LDCX	20087	LDCX	20154		
LDCX	20023	LDCX	20088	LDCX	20156		
LDCX	20024	LDCX	20089	LDCX	20157		
LDCX	20025	LDCX	20090	LDCX	20158		
LDCX	20026	LDCX	20091	LDCX	20159		
LDCX	20027	LDCX	20092	LDCX	20160		
LDCX	20028	LDCX	20093	LDCX	20161		
LDCX	20029	LDCX	20094	LDCX	20162		
LDCX	20030	LDCX	20095	LDCX	20163		
LDCX	20032	LDCX	20097	LDCX	20164		
LDCX	20033	LDCX	20098	LDCX	20165		
LDCX	20034	LDCX	20099	LDCX	20166		
LDCX	20035	LDCX	20100	LDCX	20167		
LDCX	20036	LDCX	20101	LDCX	20169		
LDCX	20037	LDCX	20102	LDCX	20170		
LDCX	20038	LDCX	20103	LDCX	20171		
LDCX	20039	LDCX	20104	LDCX	20172		
LDCX	20040	LDCX	20105	LDCX	20173		
LDCX	20041	LDCX	20106	LDCX	20174		
LDCX	20042	LDCX	20107	LDCX	20175		
LDCX	20043	LDCX	20108	LDCX	20177		
LDCX	20044	LDCX	20109	LDCX	20178		
LDCX	20045	LDCX	20110	LDCX	20179		
LDCX	20046	LDCX	20111	LDCX	20180		
LDCX	20047	LDCX	20112	LDCX	20181		
LDCX	20048	LDCX	20113	LDCX	20182		
LDCX	20049	LDCX	20114	LDCX	20183		
LDCX	20050	LDCX	20115	LDCX	20184		
LDCX	20051	LDCX	20116	LDCX	20185		
LDCX	20052	LDCX	20118	LDCX	20186		
LDCX	20053	LDCX	20119	LDCX	20187		
LDCX	20054	LDCX	20120	LDCX	20188		
LDCX	20055	LDCX	20121	LDCX	20189		
LDCX	20057	LDCX	20122	LDCX	20190		
LDCX	20058	LDCX	20123	LDCX	20191		
LDCX	20059	LDCX	20125	LDCX	20192		
LDCX	20061	LDCX	20127	LDCX	20193		
LDCX	20062	LDCX	20129	LDCX	20194		

10252-2

SEP 30 1992-8 PM

SUPPLEMENT NO. 2
TO SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENT TO SECURITY AGREEMENT, dated as of September 30, 1992, is entered into between INTERAIL, INC., a Kansas corporation (the "New Debtor"), and SANWA BUSINESS CREDIT CORPORATION, as Secured Party (the "Secured Party").

RECITALS:

A. The New Debtor as successor to Continental Bank, National Association, as Trustee (the "Old Debtor"), and the Secured Party as successor to The Northwestern Mutual Life Insurance Company are parties to a Security Agreement, dated as of January 1, 1979 as supplemented by Transfer Agreement and Supplement No. 1 to Security Agreement, dated as of September 30, 1992, between The Northwestern Mutual Life Insurance Company and Sanwa Business Credit Corporation and acknowledged and agreed to by the Old Debtor (said Security Agreement as so supplemented shall hereinafter be referred to as the "Original Security Agreement"; and the terms defined in the Original Security Agreement and not otherwise defined herein shall be used herein as defined in the Original Security Agreement).

B. The Trust Agreement has been terminated, and the New Debtor has assumed the obligations of the Old Debtor pursuant to and to the extent set forth in the Termination Agreement, dated as of September 30, 1992 between the Old Debtor and the New Debtor.

C. The Secured Party has agreed to certain amendments to the Original Security Agreement as set forth herein.

THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Recitals of the Original Security Agreement. Recital A to the Original Security Agreement is hereby amended by deleting such Recital in its entirety and inserting in lieu thereof the following:

"A. Continental Bank, National Association ("Trustee") and The Northwestern Mutual Life Insurance Company ("Northwestern Mutual") entered into a Participation Agreement dated as of January 1, 1979 (the "Participation Agreement") with the Trustor and Louis Dreyfus Corporation (the "Lessee"), providing for the issue and sale by the Trustee and the purchase by Northwestern Mutual on the date provided therein of the

Trustee's Secured Notes (the "Original Notes") in an aggregate principal amount not to exceed \$4,843,896 to finance a portion of the cost of the Equipment. Pursuant to the Transfer Agreement and Supplement No. 1 to Security Agreement, dated September 30, 1992, Sanwa Business Credit Corporation ("Sanwa") purchased all of Northwestern Mutual's interest in the Notes, the Participation Agreement and the other Operative Agreements. Interail, Inc. (as the Trustor under the Trust Agreement) and Continental Bank N.A. entered into the Termination Agreement, dated as of September 30, 1992, pursuant to which, among other things, Interail, Inc. assumed the obligations of the Trustee, as Debtor, under this Security Agreement. Subsequently, Interail, Inc. and Sanwa agreed to amend and restate the Original Notes, including to increase the outstanding principal amount thereof, modify the interest rate thereon and extend the maturity thereof. The amended and restated notes (the "Notes") are to be dated the date of issue, to bear interest at the rate of 6.93% per annum prior to maturity, to be expressed to mature in 79 consecutive monthly installments, including both principal and interest, to be payable in the manner set forth in the Amortization Schedule attached hereto as Schedule 1, and to be otherwise substantially in the form attached hereto as Exhibit A. Upon the effectiveness of the Supplement No. 2 to this Security Agreement, the term "Debtor" as used herein shall mean Interail, Inc. as successor to Continental Bank N.A., as Trustee."

2. Amendments to Section 2 of the Original Security Agreement. a. Section 2.2 of the Original Security Agreement is hereby amended by (i) deleting the phrase "under the Trust Agreement" appearing on the second line thereof, (ii) deleting the phrase "or the administration of the Trust Estate (as defined in the Trust Agreement)" from the thirteenth through fourteenth lines thereof and (iii) deleting the phrase "(as defined in the Trust Agreement)" from the fifteenth line thereof and inserting in lieu thereof "(as defined in the Participation Agreement)".

b. Section 2.4 of the Original Security Agreement is hereby amended by deleting the words "Any and all property described or referred to in the granting clauses hereof which is hereafter" appearing on the first through third lines thereof and inserting in lieu thereof the following:

"Any and all property described or referred to in the granting clauses hereof, including all additions or alterations to the Equipment made pursuant to Section 7 or Section 8 of the Lease, but excluding equipment not

referred to in the granting clauses hereof, which is hereafter".

c. Section 2 of the Original Security Agreement is hereby amended by adding a new subsection, Section 2.10, which will read as follows:

"2.10. Restrictions on Transfer of Interest in Collateral. The Debtor will not transfer any right, title or interest in the Collateral or any portion thereof, except to the extent expressly set forth in the Lease, without the written consent of the Secured Party, which will not be unreasonably withheld."

3. Amendment to Section 4.1 of the Original Security Agreement. Paragraph (c)(ii) of Section 4.1 of the Original Security Agreement is hereby amended by deleting the first paragraph of such subsection in its entirety and inserting in lieu thereof the following:

"(ii) Second, an amount equal to a premium of the principal amount of the Notes then being prepaid, such premium to be in an amount equal to the applicable percentage set forth in the following table of the product of (A) the applicable principal amount set forth on Schedule 2 hereto and (B) a fraction, the numerator of which is an amount equal to the Purchase Price (as defined in the Participation Agreement) of such Item of Equipment for which settlement is then being made and the denominator of which is the aggregate Purchase Price of all Items of Equipment then subject to the Lease (including the Purchase Price of such item of Equipment for which settlement is then being made)."

4. Amendments to Section 5.1 of the Original Security Agreement. a. Paragraph (b) of Section 5.1 of the Original Security Agreement is hereby amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"(b) An Event of Default (as defined in the Lease) shall have occurred and be continuing under the Lease, specifically excluding those Events of Defaults identified in Section 7(e) of the Transfer Agreement dated September 30, 1992 between the Debtor and the Secured Party (the "Transfer Agreement")";

b. Paragraph (c) of Section 5.1 of the Original Security Agreement is hereby amended by deleting the phrases "or the Trustor", "or the Trustor" and "and the Trustor" from the first, fourth and eighth lines thereof, respectively.

c. Paragraph (d) of Section 5.1 of the Original Security Agreement is amended by deleting such paragraph in its entirety and inserting in lieu thereof:

"(d) Any representation or warranty on the part of the Interail, Inc. ("Interail") or its successors and assigns made herein (including all supplements hereto), in the Participation Agreement, in the Transfer Agreement, or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Lease or the Participation Agreement, or the transactions contemplated therein, shall prove to be false or misleading in any material respect when made; or".

d. Paragraph (g) of Section 5.1 of the Original Security Agreement is amended by deleting such Section in its entirety and inserting in lieu thereof the following:

"(g) A receiver, liquidator or trustee of the Debtor, or of any of the property of the Debtor is appointed by court order and such order remains in effect for more than 60 days; or the Debtor is adjudicated bankrupt or insolvent; or a substantial portion of the property of the Debtor is sequestered by court order and such order remains in effect for more than 60 days".

e. Paragraphs (h) and (i) of Section 5.1 of the Original Security Agreement are hereby amended by deleting the phrase "or the Trustor" from the first line of paragraph (h) and the first and fifth lines of paragraph (i).

5. Amendment to Section 5.3 of the Original Security Agreement. a. Paragraph (b) of Section 5.3 of the Original Security Agreement is hereby amended by deleting such Section in its entirety and inserting in lieu thereof: "Intentionally omitted"; and (b) Paragraph (c) of Section 5.3 to the Original Security Agreement is amended by deleting the phrase "with the consent of the Trustor" appearing on the eighth line thereof.

6. Amendment to Section 5.7 of the Original Security Agreement. Section 5.7 of the Original Security Agreement is hereby amended by deleting the first sentence thereof and inserting in lieu thereof the following:

"The proceeds and/or avails of any sale of the Collateral, or any part thereof, the proceeds and the avails of any remedy hereunder and, subject to clause (b) of Section 7.15 hereof, all amounts held or realized by the Secured Party on or before the Prepayment Date in connection with a prepayment of the

Notes under Section 7.15 shall be paid to or applied as follows:"

7. Amendment to Section 6 of the Original Security Agreement. Section 6 of the Security Agreement is hereby amended by deleting such section in its entirety and inserting in lieu thereof the following:

"The Debtor (or any successor Debtor) shall not be liable on, or for any loss in respect of, any of the Debtor's representations, warranties or agreements hereunder, under any Note or under the Participation Agreement or any other document executed by the Debtor in connection herewith or therewith for any reason whatsoever as to all of which the Secured Party and each holder of a Note agree to look solely to the Collateral, provided that Interail (and each successor to Interail) shall be liable in its individual capacity for any and all damages to the Secured Party and each holder of a Note caused by any untrue or misleading representation or warranty of Interail (and each successor to Interail hereunder), made herein or in the Participation Agreement, or made in any other document executed by Interail (and each successor to Interail hereunder), in connection herewith or therewith, or any breach of any covenant or agreement of Interail (and each successor to Interail hereunder) contained in Section 6 of the Participation Agreement or in Section 2.2, 2.3, 2.5, 2.6, 2.7, 2.8 or 2.10 hereof.

"Notwithstanding the limitation of the liability of the Debtor set forth in the preceding paragraph, the obligation of the Debtor to pay the principal of and interest (and premium, if any) on the Notes and all other amounts payable to the Secured Party or any holder of a Note hereunder shall be fully enforceable (by appropriate proceedings in law or in equity or otherwise) against the Debtor's right, title and interest in the Collateral and nothing contained herein limiting the liability of the Debtor shall derogate from the right of the Secured Party or any holder of a Note to enforce, as provided in Section 5 hereof, its security interest in the Collateral for the unpaid principal amount of and interest and premium, if any, on the Notes and all other amounts payable to the holders of the Notes hereunder and under the Notes, including, without limitation, the right to accelerate the maturity of the Notes as provided herein upon the occurrence of an Event of Default, to proceed against the Lessee under the Lease for any Rent due or to

become due under the Lease, and to realize upon the Collateral."

8. Amendments to Section 7 of the Original Security Agreement. a. Section 7.2 of the Original Security Agreement is amended by deleting the phrase "in the case of the original Secured Party at the address provided in Schedule 2 of the Participation Agreement" appearing on third through fifth lines thereof and inserting in lieu thereof: in the case of the Secured Party, at One South Wacker Drive, Chicago, Illinois.

b. Section 7.10 of the Security Agreement is hereby amended by deleting the addresses set forth therein in their entirety and inserting in lieu thereof the following:

"If to the Debtor: Interail, Inc.
One Foxfield Square
Suite 200
St. Charles, Illinois
Attn: Richard F. Seymour
(708) 337-9934

If to the
Secured Party: Sanwa Business Credit Corporation
One South Wacker Drive
Chicago, Illinois 60606
Attn: Thomas Heimsoth
Telecopy: (312) 853-1366

If to any other
holder of the Notes: At its address for notices set
forth in the Register"

9. Amendment to Section 7 of the Original Security Agreement. Section 7 of the Original Security Agreement is hereby amended by adding an additional subsection, "Section 7.15", which shall read as follows:

"7.15 (a) Optional Purchase or Prepayment. The Debtor may, at its option, at any time, purchase or prepay all or a portion of the Notes but may not prepay or purchase Notes with an aggregate principal amount of less than \$200,000 unless the remaining principal amount on all of the Notes is less than \$200,000 in which case Debtor shall purchase or prepay all of the Notes. If the Debtor shall desire to exercise the option provided in this Section 7.15 to purchase or prepay all or a portion of the Notes, the Debtor shall give notice of such purchase or prepayment to the Secured Party. Such notice of purchase or prepayment shall be given to the Secured Party not less than 30

days prior to the Prepayment Date. Such notice of purchase or prepayment shall specify the date fixed for purchase or prepayment (the "Prepayment Date") and the amount of the prepayment. If the Debtor shall have given the Secured Party notice of purchase or prepayment as provided in this Section 7.15, then (i) if such Notes are to be purchased pursuant to this Section 7.15, the purchase price shall be equal to the unpaid principal amount of such Notes, together with the Make-Whole Premium (as hereinafter defined) and accrued but unpaid interest thereon to the Prepayment Date, and the Debtor shall pay to the holder of each Note the unpaid principal amount of such Note (or in the case of a purchase of less than all the Notes, such holder's pro rata portion of the principal amount of Notes being purchased), together with that portion of the Make-Whole Premium allocable to such Note and accrued but unpaid interest on the principal amount to be purchased to the Prepayment Date, and upon payment of such amount to such holder, such holder shall forthwith sell, assign, transfer and convey to the Debtor or such other Person specified in the notice of purchase all right, title and interest of such holder in and to such Note being purchased, and (ii) if the Notes are to be prepaid pursuant to this Section 7.15, the unpaid principal amount of the Notes being prepaid, together with the Make-Whole Premium and accrued but unpaid interest thereon to the Prepayment Date, shall (if and to the extent not then due without regard to such notice) become due and payable on the Prepayment Date and the Debtor shall, on the Business Day next preceding the Prepayment Date, deposit with the Secured Party an amount of money sufficient to prepay on the Prepayment Date the portion of the Notes being prepaid. In the case of any such purchase of the Notes by the Debtor or its designee, each holder of a Note shall take such actions as may be reasonably requested by the Debtor or such designee to enable all of such holder's Notes (or a pro rata portion thereof, in the case of a partial purchase) to be transferred to the Person acquiring such Notes and to have such transfer recorded on the register maintained pursuant to Section 7.3, all at the cost and expense of the Debtor or such designee.

The "Make-Whole Premium" due and payable in connection with the purchase or prepayment of all or any portion of the Notes shall be calculated by the Secured Party as of the second Business Day next preceding the Prepayment Date, (such date being referred to as the "Premium Determination Date"), as follows:

(i) the average life of the remaining scheduled payments of principal in respect of the Notes (the "Remaining Average Life") shall be calculated as of the Premium Determination Date;

(ii) the yield to maturity shall be calculated for a United States Treasury Bond, Note or Certificate (1) selected by the Secured Party, (2) having a remaining life equal to the Remaining Average Life of the Notes and (3) trading in the secondary market in reasonable volume at a price closest to par (in each case, the "Primary Issue") (such yield to maturity being the yield to maturity for each such Primary Issue implied by (1) the yields reported, as of 10:00 a.m., New York City time, on the Business Day next preceding the Premium Determination Date on the display designated as "Page 678" on the Telerate Service (or such other display as may replace Page 678 on the Telerate Service) for such Primary Issue or (2) if such yields shall not be reported as of such time or the yields reports as of such time shall not be ascertainable, the Treasury Constant Maturity Series yields reported, for the latest day for which such yields shall have been so reported as of the Business Day next preceding the Premium Determination Date, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication); provided, however, that if, no United States Treasury Bond, Note or Certificate has a life equal to the Remaining Average Life, the yields (the "Other Yields") for the two maturities of United States Treasury Bonds, Notes or Certificates having lives most closely corresponding to such Remaining Average Life and trading in the secondary market in reasonable volume at a price closest to par shall be calculated in accordance with the preceding clauses (1) and (2) and the yield to maturity for the Primary Issue shall be deemed to be the yield interpolated or extrapolated from such other Yields on a straight-line basis, rounding in each of such relevant periods to the nearest month);

(iii) the present value of the then remaining scheduled payments of principal and interest (but excluding that portion of any scheduled payment of interest which is actually due and paid on the Prepayment Date) shall be calculated as of the Premium Determination Date (provided, that if only a portion of the Notes are being prepaid or

purchased, only such portion of the remaining principal and interest shall be discounted) using a discount factor equal to the sum of (1) the yield to maturity for the Primary Issue determined in accordance with clause (ii) above and (2) 195 basis points; and

(iv) the Make-Whole Premium in respect of the Notes shall be an amount equal to (1) the discounted present value of the Notes determined in accordance with clause (iii) above minus (2) the principal amount of the Notes being prepaid or purchased; provided, however, that the Make-Whole Premium shall not be less than zero.

On the Premium Determination Date, the Secured Party shall notify the Debtor of the amount of the Make-Whole Premium in respect of the Notes and shall deliver to the Debtor supporting calculations thereof (which calculations shall be conclusive absent manifest error).

(b) In the event of a prepayment of the Notes in part in accordance with paragraph (a) above, (i) the Secured Party shall allocate such prepayment to the holders of the Notes in accordance with the proportion that the unpaid principal amount of such holder's Notes bears to all Notes and (ii) each of the remaining scheduled payments of the Notes shall be reduced in the proportion that the aggregate principal amount of such prepayment bears to the unpaid principal amount of the Notes immediately prior to such prepayment (after giving effect to all other prepayments to be made on the date of such prepayment).

(c) In the event the Debtor has received notice of an early termination from the Lessee, such premiums payable by the Lessee in accordance with Section 11.4 of the Lease shall be payable to the Secured Party on the related Termination Date (as defined in the Lease), notwithstanding any prepayment of any portion of the related principal which may occur between the date of the notification of the early termination and the Termination Date pursuant to this Section 7.15.

10. Amendment to Schedule 1. Schedule 1 to the Original Security Agreement is hereby amended by deleting such Schedule in its entirety and inserting in lieu thereof a new Schedule 1 attached hereto as Annex A hereto.

11. Amendment to Schedule 2. Schedule 2 to the Original Security Agreement is hereby amended by deleting such Schedule in its entirety and inserting in lieu thereof a new Schedule 2 attached hereto as Annex B hereto.

12. Amendment to Schedules. The Original Security Agreement is hereby amended by adding a new schedule, Schedule 3, which shall be the form of Annex C hereto.

13. Amendment to Exhibit A. Exhibit A to the Original Security Agreement is hereby amended by deleting such Exhibit in its entirety and inserting in lieu thereof a new Exhibit A attached hereto as Annex D hereto.

14. Conditions Precedent. This Supplement shall become effective upon the date all of the following conditions have been satisfied:

a. The Secured Party shall have received this Supplement duly executed by the Debtor.

b. The Secured Party shall have received a new Note in the form of Exhibit A to the Original Security Agreement, as supplemented hereby, duly executed by the Debtor.

15. Miscellaneous.

15.1 Warranties and Absence of Defaults. In order to induce the Secured Party to enter into this Amendment, the Debtor hereby warrants to the Secured Party, as of the date hereof:

a. (i) The Debtor has full right, power and authority to execute this Supplement and to issue the Notes and borrow the funds evidenced thereby and perform the Original Security Agreement, as supplemented hereby; (ii) this Supplement and the Notes issued in connection herewith have been duly executed and delivered and the Original Security Agreement as supplemented hereby and the Notes constitute the legal, valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with their terms and (iii) the performance or observance by the Debtor of its obligations as Debtor under the Original Security Agreement, as supplemented hereby, or the Notes does not and will not violate any provision of any law, any order of any court or governmental agency in proceedings to which the Debtor is a party, the organic documents of the Debtor, or any indenture, agreement or other instrument to which the Debtor is a party or by which it, or any of its property, is bound, and does not and will not be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a default under any such indenture,

agreement or other instrument or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Debtor other than the Collateral pursuant to the Original Security Agreement, as hereby supplemented.

b. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority on the part of the Debtor is necessary in connection with the execution, delivery of this Supplement or with the performance of the Original Security Agreement, as hereby supplemented or the issuance or delivery of the Notes.

The warranties and representations made by the Debtor in paragraphs (a) and (b) of this Section 15.1 shall be binding upon the Debtor both as Debtor and in its individual capacity notwithstanding the provisions of Section 6 of the Original Security Agreement as supplemented hereby.

15.2 Captions. Section captions used in this Supplement are for convenience only and shall not affect the construction of this Supplement.

15.3 Governing Law. **THIS SUPPLEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS.** Wherever possible each provision of this Supplement shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this Supplement shall be prohibited by or invalid under such laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplement.

15.4 Counterparts. This Supplement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

15.5 Successors and Assigns. This Supplement shall be binding upon the parties hereto and their respective successors and assigns, and shall inure to the sole benefit of the parties hereto and the successors and assigns of such parties.

15.6 Continued Effectiveness. The Original Security Agreement, as hereby supplemented, remains in full force and effect and is specifically confirmed to be in full force and effect. Upon effectiveness of this Supplement, all references in the Original Security Agreement to "Security Agreement",

"Agreement", "hereof" or the like shall refer to the Original Security Agreement, as hereby supplemented.

15.7 Reference to Security Agreement. Any and all notices, request, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Agreement may refer to the "Security Agreement" (or the Original Security Agreement) without making specific reference to this Supplement but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

Delivered at Chicago, Illinois, as of the first day and year first written above.

INTERAIL, INC.

Attest:

By: Lita R. Jones

(Corporate Seal)

By: Richard T. Seymour

Title: President

SANWA BUSINESS CREDIT CORPORATION

Attest:

By: _____

(Corporate Seal)

By: _____

Title: First Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of Sept, 92, before me personally appeared Richard F. DeGarmo, to me personally known, who, being by me duly sworn, says that he is a Vice President of INTERAIL, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen L. Kregul

[NOTARY SEAL]

My Commission Expires:

April 9, 94



Delivered at Chicago, Illinois, as of the first day and year first written above.

INTERAIL, INC.

Attest:

By: _____
(Corporate Seal)

By: _____
Title: _____

SANWA BUSINESS CREDIT CORPORATION

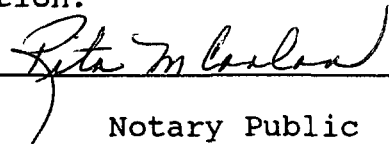
Attest:

By: _____
(Corporate Seal)

By: Thomas W. Heinsoth
Title: First Vice President

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 30th day of September, _____, before me personally appeared Thomas Keenmuth, to me personally known, who being by me duly sworn, says that he is a First Vice-President of SANWA BUSINESS CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARY PUBLIC]

My Commission Expires: 8/17/95



EXHIBIT A

AMENDED AND RESTATED
6.93% SECURED NOTE DUE 1979-1999

No. R-

, 19

\$

FOR VALUE RECEIVED, the undersigned, INTERAIL, INC.
("Debtor"), promises to pay to

or registered assigns,
the principal sum of

DOLLARS (\$)

together with interest from the date hereof until maturity at the rate of 6.93% per annum (computed on the basis of a 360-day year of twelve consecutive 30-day months) on the unpaid principal hereof, in installments as follows:

(i) 78 installments, including both principal and interest, each in the amount of \$44,510 on October 4, 1992, and on the 4th day of each month thereafter, to and including March 4, 1999; followed by

(ii) A final installment on April 4, 1999 in the amount equal to the entire principal and interest remaining unpaid hereunder as of said date;

and to pay interest on overdue principal and (to the extent legally enforceable) on overdue interest at the rate of (11.5% per annum after maturity of any such installment, whether by acceleration or otherwise, until paid. Both the principal hereof and interest hereon are payable to the registered holder hereof in coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This Note is one of the 6.93% Secured Notes (the "Notes") of the Debtor not exceeding \$_____ in aggregate principal amount issued under and pursuant to that certain Security Agreement dated as of January 1, 1979 between The Northwestern Mutual Life Insurance Company and Continental Bank N.A., as trustee (as such Security Agreement has been amended by the Transfer Agreement and Supplement No. 1 to Security Agreement dated as of September 30, 1992 between The Northwestern Mutual Life Insurance Company and Sanwa Business Credit Corporation ("Sanwa") and by Supplement No. 2 to Security Agreement between the Debtor and Sanwa; and such Security Agreement as so amended and as it may be further amended from time to time, the "Security Agreement") and is equally and ratably with said other Notes secured by such Security Agreement. Reference is made to the Security Agreement and all supplements and amendments thereto executed pursuant to the Security Agreement for a description of the Collateral, the nature and extent of the security and rights of the Secured Party (as defined in the Security Agreement), the holder or holders of the Note and of the Debtor in respect thereof.

Certain prepayments may be made on this Note at the option of the Debtor and certain prepayments are required to be made on this Note and any other Notes outstanding under the Security Agreement. The Debtor agrees to make the required prepayments on the Notes in accordance with the provisions of the Security Agreement.

The terms and provisions of the Security Agreement and the rights and obligations of the Secured Party and the rights of the holders of the Notes may be changed and modified to the extent permitted by and as provided in the Security Agreement.

This Note is a registered Note and is transferable only by surrender thereof at the principal office of the Debtor, duly endorsed or accompanied by a written instrument of transfer, duly executed by the registered holder of this Note or his attorney duly authorized in writing.

This Note and the Security Agreement are governed by and construed in accordance with the laws of the State of Illinois.

It is expressly understood and agreed by and between the Debtor and the holder of this Note, that the holder of this Note and any person claiming by, through or under such holder shall look solely to the Collateral as defined in the Security Agreement for the satisfaction of any claim or judgment for the failure to perform any obligation under this Note; provided that nothing in this paragraph shall be construed to limit in scope or substance of those representations, warranties, undertakings and

agreements which the Debtor has made in its individual capacity (such representations, warranties, undertakings and agreements are identified in Section 6 of the Security Agreement).

This Note is a substitute and replacement for, and evidences and continues indebtedness evidenced by, a Secured Note, dated April 4, 1979, of the Continental Bank N.A., as trustee, payable to The Northwestern Mutual Life Insurance Company.

IN WITNESS WHEREOF, the Debtor has caused this Note to be duly executed.

INTERAIL, INC.

By _____
Its _____

NOTICE:

THIS NOTE HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE. THE NOTE MAY NOT BE OFFERED OR SOLD UNLESS IT IS REGISTERED UNDER THE APPLICABLE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

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No. R-

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